IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.820 OF 2003

IN

SUMMARY SUIT NO.1158 OF 2003

Reuters India Pvt Ltd .. Plaintiff

versus

Balaji Jewellers Ltd .. Defendant

...

Mr.C.D'Souza i/b Dholakia Gupte for Plaintiff.

Mr.Sanjan Jain i.b Ramesh Jain for Defendant

CORAM : D.G. KARNIK, J

DATED : 16th March 2005.

P.C:-

1. The plaintiff has filed this suit for recovery of the damages for reuters' screen services provided by the plaintiff to the defendant. It is not disputed that by a letter dated 25th April, 2000 the defendant applied for termination of the services. According to the plaintiff, under the contract the defendant no.1 was required to give notice of termination of 6 months

and the plaintiff was therefore entitled to recover the charges of 6 months from the notice of termination. Perusal of the defendant's letter dated 25th April, 2000 would show that the defendant discontinued the services on account of the system not functioning properly. Six months notice was to be required if the parties wanted to voluntarily terminate the contract and that would not apply when the contract is terminated on account of a breach by the plaintiff. The defendant has alleged that there was a breach committed by the plaintiff in not providing properly functional services. In the circumstances, the defence raised by the defendant cannot be said to be a defence without substance or sham or moonshine.

2. The defendant is granted unconditional leave to defend the suit. The suit shall stand transferred to the list of commercial causes. The defendant to file the written statement within one month.

D.G.KARNIK, J